

STATE OF CALIFORNIA
ENVIRONMENTAL PROTECTION AGENCY
DEPARTMENT OF TOXIC SUBSTANCES CONTROL

In the Matter of:

Richard Channel
dba Reno Drain Oil Service
11970 I-80 East
Sparks, Nevada 89434

EPA ID No. NVD980893663
Respondent.

Docket HWCA 2005 0942

CONSENT ORDER

Health and Safety Code
Section 25187

The State Department of Toxic Substances Control (Department) and Richard Channel, dba Reno Drain Oil Service, (Respondent) enter into this Consent Order (Order) and agree as follows:

1. Respondent transports hazardous wastes.
2. The Department inspected Respondent on July 21, 2005.
3. The Department alleges the following violations:

3.1. Respondent violated Health and Safety Code section 25250.9, subdivision (a), in that on or about July 21, 2005, Respondent failed to provide a written notification in the form specified in section 25250.9 to generators of used oil from who Respondent receives used oil.

3.2 Respondent violated Health and Safety Code section 25160.2, subdivision (b), in that on or about July 21, 2005, Respondent failed to enter the total volume of quantity of hazardous waste (waste antifreeze) transported on manifests.

3.3 Respondent violated Health and Safety Code section 25165, subdivision (a), in that on or about July 21, 2005, Respondent failed to notify the Department in its

1 Consolidated Transporter Notification of its intent to transport waste antifreeze using the
2 consolidated manifesting procedures.

3 3.4 Respondent violated Health and Safety Code section 25160.2, subdivision
4 (b) (1), in that on or about July 21, 2005, Respondent failed to complete a separate
5 manifest by each vehicle driver, with respect to each transport vehicle operated by that
6 driver for each date.

7 3.5 Respondent violated California Code of Regulations, title 22, section
8 66262.42, subsection (b), in that on or about July 21, 2005, Respondent failed to submit
9 an Exception Report to the Department when Respondent didn't receive a copy of the
10 manifest with the handwritten signature of the designated facility within 45 days of the
11 date the waste was accepted by the initial transporter.

12 3.6 Respondent violated California Code of Regulations, title 22, section
13 66263.20, subsection (g) (1), in that on or about July 21, 2005, Respondent failed to
14 obtain the signature of the designated facility on the manifests after delivery of the
15 hazardous waste.

16 4. The parties wish to avoid the expense of litigation and to ensure prompt
17 compliance.

18 5. Jurisdiction exists pursuant to Health and Safety Code section 25187.

19 6. Respondent waives any right to a hearing in this matter.

20 7. This Consent Order shall constitute full settlement of the violations alleged
21 above, but does not limit the Department from taking appropriate enforcement action
22 concerning other violations.

23 SCHEDULE FOR COMPLIANCE

24 10. Respondent has corrected the violations cited above. Respondent shall
25 operate hereafter in a manner that shall prevent recurrences of the violations cited
herein.

1 10.1. Submittals: All submittals from Respondent pursuant to this Consent
2 Order shall be sent to:

3 Robert Kou, Unit Chief
4 Statewide Compliance Division
5 Department of Toxic Substances Control
6 1011 North Grandview Avenue
7 Glendale, California 91201

8 10.2. Communications: All approvals and decisions of the Department made
9 regarding such submittals and notifications shall be communicated to Respondent in
10 writing by a Branch Chief, Department of Toxic Substances Control, or his/her
11 designee. No informal advice, guidance, suggestions, or comments by the Department
12 regarding reports, plans, specifications, schedules, or any other writings by Respondent
13 shall be construed to relieve Respondent of its obligation to obtain such formal
14 approvals as may be required.

15 10.3. Department Review and Approval: If the Department determines that any
16 report, plan, schedule, or other document submitted for approval pursuant to this
17 Consent Order fails to comply with the Order or fails to protect public health or safety or
18 the environment, the Department may return the document to Respondent with
19 recommended changes and a date by which Respondent must submit to the
20 Department a revised document incorporating the recommended changes.

21 10.4. Compliance with Applicable Laws: Respondent shall carry out this Order
22 in compliance with all local, State, and federal requirements, including but not limited to
23 requirements to obtain permits and to assure worker safety.

24 10.5. Endangerment during Implementation: In the event that the Department
25 determines that any circumstances or activity (whether or not pursued in compliance
with this Consent Order) are creating an imminent or substantial endangerment to the
health or welfare of people on the site or in the surrounding area or to the environment,
the Department may order Respondent to stop further implementation for such period of

1 time as needed to abate the endangerment. Any deadline in this Consent Order directly
2 affected by a Stop Work Order under this section shall be extended for the term of such
3 Stop Work Order.

4 10.6. Liability: Nothing in this Consent Order shall constitute or be construed as
5 a satisfaction or release from liability for any conditions or claims arising as a result of
6 past, current, or future operations of Respondent, except as provided in this Consent
7 Order. Notwithstanding compliance with the terms of this Consent Order, Respondent
8 may be required to take further actions as are necessary to protect public health or
9 welfare or the environment.

10 10.7. Site Access: Access to the Site shall be provided at all reasonable times
11 to employees, contractors, and consultants of the Department, and any agency having
12 jurisdiction. Nothing in this Consent Order is intended to limit in any way the right of
13 entry or inspection that any agency may otherwise have by operation of any law. The
14 Department and its authorized representatives may enter and move freely about all
15 property at the Site at all reasonable times for purposes including but not limited to:
16 inspecting records, operating logs, and contracts relating to the Site; reviewing the
17 progress of Respondent in carrying out the terms of this Consent Order; and conducting
18 such tests as the Department may deem necessary. Respondent shall permit such
19 persons to inspect and copy all records, documents, and other writings, including all
20 sampling and monitoring data, in any way pertaining to work undertaken pursuant to this
21 Consent Order.

22 10.8. Sampling, Data, and Document Availability: Respondent shall permit the
23 Department and its authorized representatives to inspect and copy all sampling, testing,
24 monitoring, and other data generated by Respondent or on Respondent's behalf in any
25 way pertaining to work undertaken pursuant to this Consent Order. Respondent shall
allow the Department and its authorized representatives to take duplicates of any
samples collected by Respondent pursuant to this Consent Order. Respondent shall

1 maintain a central depository of the data, reports, and other documents prepared
2 pursuant to this Consent Order. All such data, reports, and other documents shall be
3 preserved by Respondent for a minimum of six years after the conclusion of all activities
4 under this Consent Order. If the Department requests that some or all of these
5 documents be preserved for a longer period of time, Respondent shall either comply
6 with that request, deliver the documents to the Department, or permit the Department to
7 copy the documents prior to destruction. Respondent shall notify the Department in
8 writing at least six months prior to destroying any documents prepared pursuant to this
9 Consent Order.

10 10.9. Government Liabilities: The State of California shall not be liable for
11 injuries or damages to persons or property resulting from acts or omissions by
12 Respondent or related parties specified in paragraph 12.3, in carrying out activities
13 pursuant to this Consent Order, nor shall the State of California be held as a party to
14 any contract entered into by Respondent or its agents in carrying out activities pursuant
15 to this Consent Order.

16 10.10. Incorporation of Plans and Reports: All plans, schedules, and reports
17 that require Department approval and are submitted by Respondent pursuant to this
18 Consent Order are incorporated in this Consent Order upon approval by the
19 Department.

20 10.11. Extension Requests: If Respondent is unable to perform any activity or
21 submit any document within the time required under this Consent Order, the
22 Respondent may, prior to expiration of the time, request an extension of time in writing.
23 The extension request shall include a justification for the delay.

24 10.12. Extension Approvals: If the Department determines that good cause
25 exists for an extension, it will grant the request and specify in writing a new compliance
schedule.

1 PAYMENTS

2 11.1 Respondent shall pay the Department a total of \$7,500.00 as a penalty.
3 The payments shall be paid in three (3) quarterly installments of \$2,000.00 and one (1)
4 installment of \$1,500.00. The three quarterly installments in the amount of \$2,000.00
5 each are due and payable as follows: on January 1, 2006; April 1, 2006; and July 1,
6 2006. The installment in the amount of \$1,500 is due and payable on October 1, 2006.
7 Any installment payment that is received by the Department more than 15 days after it
8 is due will be subject to a \$250 penalty, such penalty shall be paid by Respondent no
9 later than the due date of the next installment payment. If Respondent is late in making
10 two (2) or more payments, or fails to make a full installment payment within thirty (30)
11 days of its due date, then the Department at its option may declare the entire balance of
12 the outstanding penalty due and owing. If Respondent fails to make any payment timely
13 as provided above, Respondent agrees to pay interest thereon at the rate established
14 pursuant to Health and Safety Code section 25360.0. Respondent further agrees to pay
15 all costs and attorney's fees incurred by the Department in pursuing the collection of
16 any sums the payment of which becomes delinquent thereunder. Respondent's checks
17 shall be made payable to Department of Toxic Substances Control, and shall be
18 delivered to:

19 Department of Toxic Substances Control
20 Accounting Office
21 1001 I Street, 21st floor
22 P. O. Box 806
23 Sacramento, California 95812-0806

24 A photocopy of the check shall be simultaneously sent to:

25 Robert Kou, Unit Chief
Statewide Compliance Division
Department of Toxic Substances Control
1011 North Grandview Avenue
Glendale, California 91201

1 If Respondent fails to make payment as provided above, Respondent agrees to pay
2 interest at the rate established pursuant to Health and Safety Code section 25360.1 and
3 to pay all costs incurred by the Department in pursuing collection including attorney's
4 fees.

5 11.2. Respondent hereby agrees to send one employee to the California
6 Compliance School, Modules I-IV. Attendance must be completed and Respondent
7 must submit a Certificate of Satisfactory Completion issued by the California
8 Compliance School to the Department of Toxic Substances Control within 185 days of
9 the date of this Order. In recognition of this educational investment, the penalty
10 imposed by this Order has been reduced by \$5,000.00 if the employee satisfactorily
11 completes the specified school and the Department receives the Certificate of
12 Satisfactory Completion within 185 days of the effective date of this Order. If
13 Respondent fails to submit the certificate as required, the penalty of \$5,000.00 is due
14 and payable within 30 days after the 185-day period expires. The 185-day period may
15 be extended by a Department Branch Chief upon a written request demonstrating good
16 cause from Respondent.

16 OTHER PROVISIONS

17 12.1. Additional Enforcement Actions: By agreeing to this Consent Order, the
18 Department does not waive the right to take further enforcement actions, except to the
19 extent provided in this Consent Order.

20 12.2. Penalties for Noncompliance: Failure to comply with the terms of this
21 Consent Order may subject Respondent to civil penalties and/or punitive damages for
22 any costs incurred by the Department or other government agencies as a result of such
23 failure, as provided by Health and Safety Code section 25188 and other applicable
24 provisions of law.

25 12.3. Parties Bound: This Consent Order shall apply to and be binding upon
Respondent and its officers, directors, agents, receivers, trustees, employees,

1 contractors, consultants, successors, and assignees, including but not limited to
2 individuals, partners, and subsidiary and parent corporations, and upon the Department
3 and any successor agency that may have responsibility for and jurisdiction over the
4 subject matter of this Consent Order.

5 12.4. Effective Date: The effective date of this Consent Order is the date it is
6 signed by the Department.

7 12.5. Integration: This agreement constitutes the entire agreement between the
8 parties and may not be amended, supplemented, or modified, except as provided in this
9 agreement.

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11 Dated: December 30, 2005 Richard Channel, GM-Reno Drain Oil Services
12 Respondent

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15 Dated: January 10, 2006 Roberto Kou
16 Robert Kou, Unit Chief
17 Department of Toxic Substances Control
18 Statewide Compliance Division
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